

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into as of this ____ day of December, 2024, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and RS&H CALIFORNIA, INC., a California Corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement, dated February 15, 2023, for professional Planning and Environmental services for FAT Air Traffic Control Tower Replacement and Implementation Study, (Agreement); and

WHEREAS, the City and the Consultant entered into a First Amendment, dated January 26, 2024, to amend the Agreement to include additional consulting services to complete the Fresno Yosemite International Airport Traffic control Tower replacement and implementation study by providing 3D modeling, siting study and report, as required by the Federal Aviation Administration for a total fee of \$329,179 (First Amendment); and

WHEREAS, it is necessary for the City to amend the Agreement to include additional consulting services to complete the Fresno Yosemite International Airport Traffic control Tower replacement project which includes the preparation of a Section 106 National Historic Preservation Act (NHPA) and Section 4(f) evaluation on the existing ATCT, as required by the Federal Aviation Administration; and

WHEREAS, the City and the Consultant now desire to modify the scope of work, therein, to include these additional services for a total fee of \$175,500.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The Consultant shall provide additional services as described in **Exhibit A**, attached hereto and incorporated herein by reference.
2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment shall be a total fee of \$175,500.
3. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated February 15, 2023, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

RS&H California, Inc., a California Corporation

By: _____
Henry Thompson, A.A.E., C.A.E.,
IAP Director of Aviation
Airports Department

By: Jeffrey Byron Chavez
Name: Jeffrey Byron Chavez

Title: President
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ

City ^{Attorney:} Signed by: _____
By: Sukhman S. Sekhon 26/2024
6917A7D9D8364A9... Date
Sukhman S. Sekhon
Deputy City Attorney

By: Evan H. Pfahler
Name: Evan H. Pfahler

Title: Vice President, Treasurer
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

REVIEWED BY: Francisco Partida
Francisco Partida
Assistant Director of Aviation
Airports Department

Addresses:
CITY:
City of Fresno
Attention: Francisco Partida,
Assistant Director of Aviation
4995 East Clinton Way
Fresno, CA 93727
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CONSULTANT:
RS&H California, Inc.
Attention: Jeffrey Byron Chavez,
President
5901 W. Century Blvd, Suite 1030,
Los Angeles CA 90045
Phone: 405-630-9586
E-mail: byron.chavez@rsandh.com

Attachment: Exhibit A –
Additional Scope of Services

EXHIBIT A – ADDITIONAL SCOPE OF SERVICES

Description

The City of Fresno owns and operates the Fresno Yosemite International Airport (FAT). The City's Department of Aviation (City) has contracted with RS&H to prepare an Airport Traffic Control Tower (ATCT) replacement and implementation study. Due to recent historical evaluation of the ATCT, the ATCT has been determined to be eligible for inclusion on the National Register of Historic Places (NRHP).

Scope of Services

Following discussions with the Federal Aviation Administration (FAA) Environmental Protection Specialist (EPS), RS&H has prepared this scope and fee to provide the FAA with additional support to conduct consultation under Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the U.S. Department of Transportation Act and to support a public meeting that would be held during the public comment period on the Draft Environmental Assessment (EA). This consultation support is in addition to the previously scoped National Environmental Policy Act (NEPA) EA and California Environmental Quality Act (CEQA) Environmental Impact Report (EIR). Consultation under both Section 106 and Section 4(f) must be completed in order for the FAA to issue a decision on the NEPA document.

1.0 ENVIRONMENTAL DOCUMENTATION

Task 1.1 – Section 106 and Section 4(f) Consultation Support

Under NEPA, the FAA would be responsible for initiating consultation under both Section 106 and Section 4(f)

Task 1.1.1 – Expansion of Area of Potential Effects and Revisions to Cultural Resources Assessment

Based on comments received during the City's Historic Preservation Commission meeting and from feedback from the FAA EPS, the following additional work is requested:

- Expand the Area of Potential Effects (APE) to include buildings adjacent to the east.
- Revise the HRA to be a Cultural Resources Assessment (CRA) that addresses the FAA's comments and includes:
 - A records search;
 - Archaeological information;
 - RS&H/LSA stipulate negative findings for archaeological resources. If that is not the case, a separate scope and budget will be required to address positive findings.
 - Research and significance evaluations for a maximum of two additional historic-period buildings;
 - RS&H/LSA stipulate that no additional field survey for built environment resources will be conducted and that any necessary

- photographs of the buildings will be provided by the client.
- RS&H/LSA also stipulate that if either of the additional buildings are evaluated as historically significant, a separate scope and budget may be needed to complete the related Finding of Effect (Section 106) and Impacts Assessment (CEQA).
 - DPR forms for two additional buildings;
 - A brief FOE (Section 106) and IA (CEQA); and
 - Revised recommendations, if necessary.
- Develop a menu of mitigation measures related to demolition of the ATCT (maximum of 16 hours).

Task 1.1.1 deliverables include:

- Revised Cultural Resources Assessment: The Consultant will provide one electronic version of the revised cultural resources assessment to the City and FAA for review. The consultant will provide one electronic version of the final cultural resources assessment to the City and FAA for approval and submittal to SHPO.

Task 1.1.2 – National Historic Preservation Act (NHPA) Section 106 Consultation

The existing ATCT at FAT has been determined to be eligible for listing on the NHRP and the proposed demolition of the existing ATCT is likely to be determined to be an adverse effect on the historic resource. As a result, pursuant to Section 106 of the NHPA, the Consultant will prepare a Memorandum of Agreement (MOA) focused on the measures to minimize the adverse effect to the existing ATCT.

The MOA will include an introduction, stipulations, and signatory pages. The stipulations will include:

- Professional Qualification Standards
- Measures to Mitigate Adverse Effect
- Measures associated with Inadvertent Discoveries
- Dispute Resolution
- Amendments
- Termination of Agreement
- Effective Date and Duration

A signatory page will be provided for the Federal Aviation Administration (FAA), the City of Fresno, the California State Historic Preservation Officer (SHPO), and any other signatory party. Two meetings are included as part of the Section 106 Consultation process:

1. Meeting with FAA, California SHPO, and City of Fresno to discuss draft MOA
2. Meeting with FAA, California SHPO, and City of Fresno to finalize and sign the MOA

Task 1.1.2 deliverables include:

- Draft and Final MOA: The Consultant will provide one electronic version of the draft MOA in Word format to the City, FAA, and SHPO for review. The Consultant will provide one electronic version of the final MOA in Word format to the City, FAA, and SHPO for approval.

Task 1.1.3 Department of Transportation Section 4(f) Evaluation and Section 4(f)

Statement

The existing ATCT at FAT has been determined to be eligible for listing on the NHRP and the proposed demolition of the existing ATCT is an adverse effect on the historic resource. As a result, pursuant to Section 4(f) of the U.S. Department of Transportation Act, the Consultant will prepare a Section 4(f) statement focused on the adverse effect to the existing ATCT.

The Consultant will conduct a Department of Transportation Section 4(f) Evaluation on the existing ATCT at FAT. The development of a replacement ATCT (Proposed Project) would directly affect this Section 4(f) resource. Prudent and feasible alternatives that avoid using the resource will be evaluated. If no avoidance alternative exists, the Consultant shall work with the Client, the FAA San Francisco Airports District Office (ADO), the City of Fresno Historic Preservation Commission, and the California SHPO to identify measures that minimize harm to the resource.

The Consultant shall support the FAA San Francisco ADO to provide the Section 4(f) Official with Jurisdiction (OWJ) documentation addressing Section 4(f) effects. To ensure OWJ's review occurs expeditiously, the Consultant will provide the Client and FAA San Francisco ADO with documentation as discussed in U.S. Department of Interior's (DOI's) Requirements for DOI Review of External Agencies Environmental Documents (February 2016).¹

The Consultant shall coordinate with the Client and FAA San Francisco ADO regarding early coordination, scoping, or other issues discussed in that protocol. The Consultant will follow the guidance of the Handbook on Departmental Review of Section 4(f) Evaluations, dated April 2014, as well as the guidance within FAA Orders 1050.1F, 5050.4B, and the FAA Desk Reference. The Section 4(f) Evaluation report will include but is not limited to the following:

- Regulatory Setting
- Proposed Project
- Description of the Section 4(f) Resource
- Use of the Section 4(f) Resource
- De Minimis Impacts
- Avoidance and Measures to Minimize Harm
- Least Overall Harm
- Coordination
- References

The Section 4(f) Evaluation report will be compiled to identify location, size, activities, patronage, access, unique or irreplaceable qualities, relationship to similarly used lands in the vicinity, jurisdictional entity, and other factors to understand the existing attributes of the resource. The Section 4(f) Evaluation report will document the alternatives and identify whether a permanent use of the existing ATCT would occur. If the analysis determines a use would occur, the Consultant will consider if that use qualifies as de minimis or study ways to avoid using Section 4(f) property or means to cause less overall harm to the

Section 4(f) property. If the FAA San Francisco ADO cannot make a de minimis impact determination, then a Section 4(f) evaluation must be prepared and included as part of the EA review process. This evaluation must determine if there is a feasible and prudent alternative that avoids use of the Section 4(f) property.

The Section 4(f) evaluation will include:

- An assessment to determine whether any feasible and prudent alternatives avoid the use of Section 4(f) property;
- A least overall harm analysis that compares relative impacts of the feasible and prudent alternatives that use a Section 4(f) property; and
- A determination that the project includes all possible planning to minimize harm from resulting from use of the Section 4(f) property.

Two meetings are included as part of the Section 4(f) Evaluation and 4(f) statement process:

1. Meeting with OWJ, FAA, California SHPO, and City of Fresno to discuss draft Section 4(f) Statement
2. Meeting with OWJ, FAA, California SHPO, and City of Fresno to finalize Section 4(f) statement

The Consultant will support agency consultation with the FAA, DOI, California SHPO, and the Client, as needed.

Task 1.1.3 deliverables include:

- Draft and Final Section 4(f) Statement: The Consultant will provide one electronic version of the draft Section 4(f) Statement in Word format to the City, FAA SHPO, and OWJ review. The Consultant will provide one electronic version of the final MOA in Word format to the City, FAA, SHPO, and OWJ for approval.

Task 1.2 – Public Workshop During Draft EA Comment Period

The Section 4(f) process requires a public outreach component and the FAA has requested that this occur in combination with a public workshop to be held during the public review period on the Draft EA.

Task 1.2.1 – Approach and Arrange Logistics for Public Workshop

The RS&H Team will provide all coordination, logistics, and facilitate a public workshop to be held during the 30-day comment period on the Draft EA. The public workshop will occur during evening hours to maximize attendance by the general public and will be three hours in duration. It is assumed that the public workshop will be held at or near the Airport. The RS&H Team will prepare a newspaper ad regarding the public workshop and the City will be responsible for placing and paying for the newspaper ad in one (1) local newspaper at least 30 days prior to the public workshop.

Task 1.2.2 – Collateral Materials for Public Workshop

The RS&H Team will prepare collateral materials for the public workshop. These materials, which could include sign-in sheets, fact sheets, informational displays, and comment sheets will be provided to the FAA and City for approval before production of the

materials. One round of revisions by the RS&H Team based on comments from the FAA and City is assumed. The City will coordinate translation of fact sheets and informational displays, or obtain a translator, as necessary.

Task 1.2.3 – Attendance at Public Workshop

The RS&H Team will facilitate a public workshop for the Draft EA. The workshop will be an open house format for the public to explore various stations to learn about the issues associated with the Proposed Project. The public will be able to view informational displays explaining the process and identifying the issues to be studied (at different stations), ask questions of City staff and the RS&H Team, and provide written comments. The City will provide a court reporter to record all public comments made during the public workshop.

Task 1.2.3 deliverables include:

- Public Meeting Materials: Consultant to prepare the boards for display at the public meeting, the sign-in sheet, comment forms, and a project fact sheet.

Professional Services Fee

RS&H will provide the above referenced services for a total lump sum fee of \$175,500.